

shall be subject to all the terms, covenants, and conditions of this Lease applicable thereto, and no extension or renewal of this Lease shall be deemed to occur by such holding over.

Tenant will pay as liquidated damages double rent for the entire holdover period, and will pay all attorney's fees and expenses incurred by Landlord in enforcing its rights hereunder.

No holding over by Tenant after the terms of this Lease shall operate to extend this Lease for a longer period than one month; and holding over with the consent of Landlord in writing shall thereafter constitute this contract a Lease from month to month. The foregoing provisions of this Paragraph 55 are in addition to and do not affect Landlord's right of re-entry or any other rights of Landlord hereunder or as otherwise provided by law.

55. Entire and Binding Agreement. This Shopping Center Lease contains the entire agreement of the parties hereto, and may not be modified other than by their express, written, mutual consent.

The terms and conditions, and provisions of this Lease shall inure to the benefit of and shall likewise bind the parties, their agents, successors, assigns and sub-tenants.

56. Relationship of the Parties. Nothing herein contained shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto; it being understood that neither the method of computing rent nor any other provisions contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties other than that of Landlord and Tenant.

57. Provisions Severable. If any term or provision of this Lease or the application thereof to any person or circumstance be invalid or unenforceable, the remainder of this Lease, including the subject term or provision as can be validly applied to other persons or circumstances, shall not be affected thereby, and such term shall be enforced to the fullest extent permitted by law.

58. Captions. The captions contained herein are for convenience only, and shall not be deemed part of this Lease, or construed as in any manner limiting or amplifying the terms and provisions herein.

59. Disclaimer of Warranties. Tenant acknowledges that no representations or warranties have been made by Landlord or any Agent or employee on behalf of Landlord with respect to the Demised Premises or existence of prospects, or other tenants in

the Shopping Center, unless specifically provided in this Lease, and that Tenant has not relied upon any statement of Landlord or any Agent or employee of Landlord, as to the present or future occupancy of other stores in the Shopping Center, or as to the financial success of Tenant's store, in entering into this Lease.

60. Extension of Lease Term. Provided Tenant shall not be in default of any of its duties, obligations and undertakings to be performed by it hereunder (including but not limited to the payment of rent and/or additional rent), Tenant shall have the right and option to extend the term of this Lease for one three year option.

Tenant shall exercise these renewal options by written notice to Landlord stating its intention to exercise said option; and notice shall be sent to Landlord at least six months prior to the end of the initial term of any extension period.

Rent during the option period shall increase by 4% of the prior year's base rent.

61. Exhibits. All Exhibits attached hereto are incorporated herein as though fully set forth and shall be considered a part of this Lease.

62. VENUE. Notwithstanding anything to the contrary herein, the parties do hereby agree that any and all matters which result in litigation shall be filed in Monroe County and the parties designate Monroe County, Florida for purposes of venue in all matters arising by reason of this lease or any default or enforcement of any rights thereunder.

63. PUBLIC ENTITY CRIME. By signature below, landlord warrants that he has not been placed on the convicted vendor list following a conviction for public entity crime and is on notice that anyone or any entity placed on such a list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written, each acknowledging receipt of an executed copy hereof.

LANDLORD:

BY [Signature]  
MICHAEL H. WEISSER

TENANT: MONROE COUNTY  
BOARD OF COUNTY  
COMMISSIONERS

BY [Signature]  
Mayor, Monroe County

ATTEST: Clerk, Danny L. Kolhage

BY [Signature]  
Deputy Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY.

BY [Signature]  
SUZANNE A. HUTTON

DATE 3/10/03

STATE OF FLORIDA

COUNTY OF DADE

I, Kim M. Riedy, Notary Public in and for the State and County aforesaid, do hereby certify that MICHAEL H. WEISSER, whose name as such is signed to the foregoing instrument before me, subscribed, swore to and acknowledged the due execution of the foregoing instrument on this 7 day of March, 2003.

Kim M. Riedy

NOTARY PUBLIC

My Commission Expires:



Kim M. Riedy  
MY COMMISSION # DD053379 EXPIRES  
December 19, 2005  
BONDED THROUGH FAIN INSURANCE, INC.

STATE OF

COUNTY OF

I, \_\_\_\_\_, Notary Public in and for the County

[Signature]

and State aforesaid, hereby certify that \_\_\_\_\_, whose name as such is signed to the foregoing instrument, has acknowledged that he is a duly authorized officer of \_\_\_\_\_, and that authority has been duly given, and as the act of the corporation, the foregoing instrument was subscribed, sworn to, sealed, delivered and acknowledged for the purposes expressed therein on this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

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NOTARY PUBLIC

My Commission Expires:

EXHIBIT B

RULES AND REGULATIONS

1. Lessor agrees to furnish Lessee two keys without charge. Additional keys will be furnished at a nominal charge. Lessee shall not change locks or install additional locks on doors without prior written consent of Lessor. Lessee shall not make or cause to be made duplicates of keys procured from Lessor without prior approval of Lessor. All keys to leased premises shall be surrendered to Lessor upon termination of this Lease.
2. Lessee will refer all contractors, contractor's representatives and installation technicians rendering any service on or to the leased premises for Lessee to Lessor for Lessor's approval before performance of any contractual service. Lessee's contractors and installation technicians shall comply with Lessor's rules and regulations pertaining to construction and installation. This provision shall apply to all work performed on or about the leased premises or project, including installation of telephones, telegraph equipment, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings and equipment of any physical portion of the leased premises or project.
3. Lessee shall not at any time occupy any part of the leased premises or project as sleeping or lodging quarters.
4. Lessee shall not place, install or operate on the leased premises or in any part of the building any engine, stove or machinery, or conduct mechanical operations or cook thereon or therein, or place or use in or about the leased premises or project any explosives, gasoline, kerosene, oil, acids, caustics, or any flammable, explosive or hazardous material without written consent of Lessor.
5. Lessor will not be responsible for lost or stolen personal property, equipment, money or jewelry from the leased premises or the project regardless of whether such loss occurs when the area is locked against entry or not.
6. No dogs, cats, fowl or other animals shall be brought into or kept in or about the leased premises or project.
7. None of the parking, plaza, recreation or lawn areas,

entries, passages, doors, elevators, hallways or stairways shall be blocked or obstructed or any rubbish, litter, trash, or material of any nature placed, emptied or thrown into these areas or such area used by Lessee's agents, employees or invitees at any time for purposes inconsistent with their designation by Lessor.

8. The water closets and other water fixtures shall not be used for any purpose other than those for which they were constructed, and any damage resulting to them from misuse or by the defacing or injury of any part of the building shall be borne by the person who shall occasion it. No person shall waste water by interfering with the faucets or otherwise.
9. No person shall disturb occupants of the building by the use of any radios, record players, tape recorders, musical instruments, the making of unseemly noises or any unreasonable use.
10. Nothing shall be thrown out of the windows of the building or down the stairways or other passages.
11. Lessee and its employees, agents and invitees shall park their vehicles only in those parking areas designated by Lessor. Lessee shall furnish Lessor with state automobile license numbers of Lessee's vehicles and its employees' vehicles within five days after taking possession of the leased premises and shall notify Lessor of any changes within five days after such change occurs. Lessee shall not leave any vehicle in a state of disrepair (including without limitation, flat tires, out of date inspection stickers or license plates) on the leased premises or project. If lessee or its employees, agents or invitees park their vehicles in areas other than the designated parking areas or leave any vehicle in a state of disrepair, Lessor, after giving written notice to Lessee of such violation, shall have the right to remove such vehicles at Lessee's expense.
12. Parking shall be in compliance with all parking rules and regulations including any sticker or other identification system established by Lessor.
13. Lessee agrees to cooperate and assist Lessor in the prevention of canvassing, soliciting and peddling within the building or project. Lessee shall not solicit business, distribute handbills or other advertising matters or hold demonstrations in the parking, plaza or common areas.

14. Lessor reserves the right to exclude from the shopping center during all hours in which the shopping center is closed, all persons who are not known to the shopping center security personnel and who do not present a pass to the building signed by the Lessee. Each Lessee shall be responsible for all persons for whom he supplies a pass.
15. Lessee shall keep the leased premises, store fronts, sidewalks, serviceways and loading areas adjacent to the leased premises neat, clean, and free from garbage. Lessee shall store all trash and garbage within the areas designated by Lessor for such trash storage and only in receptacles of the size, design and color from time to time prescribed by Lessor. Removal of garbage and trash shall be made only in the manner and areas and at the times from time to time prescribed by Lessor.
16. Lessee shall maintain and keep operational all electric signs within display areas at all times prescribed by Lessor for the shopping center.
17. Lessee shall not place goods, wares or merchandise or other articles in any vestibule or entry into the leased premises without Lessor's prior written consent.
18. It is Lessor's desire to maintain in the shopping center the highest standard of dignity and good taste consistent with comfort and convenience for Lessees. Any action or condition not meeting this high standard should be reported directly to Lessor. Your cooperation will be mutually beneficial and sincerely appreciated. Lessor reserves the right to make such other and further rules and regulations as in its judgment may from time to time be necessary for the safety, care and cleanliness of the leased premises and for the preservation of good order therein.

EXHIBIT C

SIGN CRITERIA

1. All applications for sign approvals shall be submitted to the Landlord for approval prior to permitting sign fabrication. A Sign Approval consists of a photocopy of the Lease Face page attached to an exact, or scale drawing of the sign.
2. One sign allowed for each storefront limited to trading name. A mark or symbol (logo) no larger than 18" in diameter or 18" square may be added upon Landlord approval.
3. Signs shall consist of architectural lettering only.
4. All signs shall be located on the sign panel on the mansard above the street and shall be illuminated lettering. The color shall be as designated by the Landlord; no other color will be allowed.
5. There shall be no flashing signs, audible signs, moving signs, product description signs, price signs, percent discount signs, paper signs, suspended under canopy signs, exposed neon signs, painted signs, or newspaper advertising attached to any storefront windowglass other than that provided by Landlord.
6. No roof/canopy mount signs, pole/pylon signs or trailer signs will be allowed at any time.
7. All openings for conduit and sleeve in sign panel of building wall must be shown on submitted drawings.
8. At Landlord's sole discretion, professionally lettered signs will be allowed if they hang from Tenant ceiling no closer than 4" in any storefront window glasses.
9. Tenant shall be permitted to have a sign under canopy, which sign shall be approved in writing by Landlord before installation.
10. Letter size is fixed at 18 inches height and shall be single line.



**EXHIBIT D**

**STANDARD/RETAIL**

**TENANT RESPONSIBILITY**

**1. Tenant's Construction:**

- (a) Comply with existing Code for building permits.
- (b) Non-combustible materials must be used above ceiling.
- (c) Mezzanines not permitted unless approved by Landlord.
- (d) Plastered or drywalls, or their equivalent finish, required throughout the sales area. Any exposed studs in storeroom area will be finished with drywall or its equivalent. Paint and decorate interior of Demised Premises.
- (e) Provide all partitions.
- (f) Provide all floor coverings.
- (g) Provide drywalls to finish enclosing walls of metal studs.
- (h) All cutting and patching of the roof area required for installation of air conditioning and ventilation systems, plumbing or utilities shall be paid by the Tenant. However, in all cases said work shall be performed by the Landlord's contractor roofing subcontractor.
- (i) Provide all utilities, plumbing, electric and telephone as well as other Tenant requirements under the floor slab and other areas within the store buildings and pay for hook-up charges and connection.
- (j) Tenant shall furnish information to Landlord's architect for its requirements for lights and power, and its estimated load.
- (k) Provide fire extinguishers, which may be required.
- (l) Tenant shall furnish, install and connect trade fixtures as required by Tenant's merchandising layout, which fixtures shall be new, unless otherwise approved in writing by Landlord.

2. All work other than that specifically agreed to in writing to be performed by Landlord shall be performed by Tenant, at Tenant's sole cost and expense, and in accordance with the plans and specifications of Tenant's work in Exhibit "C".
- Tenant shall prepare and submit to Landlord for approval, within thirty (30) days from the date of this Lease, three complete sets of preliminary plans, drawings and specifications covering Tenant's work, prepared in

conformity with the applicable provisions of Exhibit "C".

If Landlord or Landlord's architect notified Tenant of any objections to such plans, drawings, and specifications, Tenant shall make the necessary revisions to Landlord's reasonable satisfaction and promptly resubmit the same after such notice Landlord's approval will be evidenced by endorsement to that effect on two sets of the preliminary plans, drawings, and specifications, one set to be retained by Landlord and one set by Tenant. Within thirty (30) days after Landlord's approval of the preliminary plans, drawings, and specifications, Tenant shall deliver to Landlord three complete sets of working plans, drawings and specifications, each of which sets shall have been initialed by Tenant, thereby evidencing Tenant's approval thereof. Landlord shall notify Tenant of the manner, if any, in which said working plans, drawings, and specifications as submitted to Tenant fail to conform with said preliminary plans, drawings, and specifications and with the applicable provisions of Exhibit "C". Tenant shall revise or correct said working plans, drawings, and specifications to Landlord's reasonable satisfaction and promptly submit such revisions or correction to Landlord similarly initialed. Landlord's approval will be evidenced by endorsement to that effect on one set of the working drawings and specifications and the return of such signed set to Tenant.

3. Commencement of Tenant's Work: Tenant shall expeditiously commence construction of Tenant's work at a time and in a manner which will not interfere with completion of Landlord's work and will perform and complete Tenant's work in compliance with such reasonable rules and regulations as Landlord and its architect or contractor may make (provided that Tenant shall have been given notice thereof) and in accordance with all applicable laws, orders, regulations and requirements of all governmental authorities and Board of Fire Underwriters having jurisdiction. Tenant's work shall be commenced within thirty (30) days after the last of the following to occur ("Tenant Construction Commencement Date") (i) Landlord's approval of Tenant's working plans, drawings, and specifications, and (ii) Landlord's notice to Tenant that the Demised Premises will, within thirty (30) days after said notice, be substantially completed (except for finishing operations or items of work necessarily awaiting the performance of Tenant's work) to the extent reasonably required that Tenant's work can be commenced. Tenant's work shall be performed in accordance with the approved working plans, drawings and specifications and

Exhibit "C" and shall be substantially completed within the number of days set forth on the Lease for completion of Tenant's work; and Tenant shall open the Demised Premises for business as set forth in the Lease.

4. Construction Schedule: Time is of the essence with respect to the performance by Tenant of each of the provisions concerning construction and the opening of the Demised Premises for business. If Tenant fails or omits to make timely submission to Landlord of its plans, drawings, or specifications or unreasonably delays in submitted or supplying information or in giving authorization or in performing or commencing to perform or completing Tenant's work or unreasonably delays or interferes with the performance of Landlord's work, Landlord, in addition to any other right or remedy it may have at law or in equity, may pursue any one or more of the following remedies: (a) Until Tenant shall have commenced Tenant's work, Landlord may give Tenant at least ten (10) days written notice that if a specified failure, omission or delay is not cured by the date therein stated, this Lease shall be deemed cancelled and terminated; and if such notice shall not be complied with this Lease shall on the date stated in such notice, ipso facto be cancelled and terminated without prejudice to Landlord's rights hereunder; or (b) Landlord may after written notice of intention to do so at Tenant's cost and expense including, without limitation, all expenses for such overtime as Landlord's architect may deem necessary, proceed with the completion of any such plans, drawings or specifications of Tenant's work, as the case may be, and such performance by Landlord shall have the same effect hereunder as if the desired plans, drawings, specifications, information, approval, authorization work or other action by Tenant had been done as herein required; and Landlord may require Tenant to pay to Landlord, as additional rent hereunder, the full cost to Landlord of completing the Demised Premises in accordance with the terms of this Lease over and above what would have been such cost had there been no such failure, omission, or delay; and, alternatively (c) Landlord may give written notice of Tenant (notwithstanding that such a notice is not required hereunder) that the lease term will be deemed to have commenced on the date to be therein specified when the same would have commenced if Tenant had made timely submission or supply of plans, drawings, specifications, estimates, or other information or approval of any thereof, and on and after the date so specified, Landlord shall be entitled to be paid on the

terms as agreed the Minimum Annual Rent and any other rents and charges which are payable under this Lease by Tenant during the Lease Term. In exercising any of the foregoing remedies set forth in (a), (b) or (c), Landlord shall be entitled to retain and have recourse to any, if any, bond, escrow deposit, advance rent or Deposit previously deposited by Tenant under this Lease.

5. Obligations Before Lease Commences: Tenant shall perform promptly such of its obligations under this Lease including without limitation its obligation to pay charges for temporary water heating cooling and lighting pursuant to Exhibit ``C'' from the date upon which the Demised Premises are made available to Tenant for its work ( or from the date when Tenant commenced to perform its said work if earlier) until the actual commencement of the lease term in the same manner as though the lease term began when the Demised Premises were so made available to Tenant or when Tenant commenced performing its said work if earlier.
6. Completion of Tenant's Work. Upon completion of Tenant's work and prior to Tenant opening the premises for business Tenant shall (a) deliver to Landlord an affidavit by Tenant stating that Tenant work has been substantially completed in accordance with Exhibit ``C'', which shall include a detailed breakdown of Tenant's final and total construction costs together with receipted invoices showing payment thereof or Tenant may deliver an affidavit from Tenant's construction manager or other officer that all bills for labor and materials furnished to the Demised Premises have been paid, in lieu of a detailed breakdown of Tenant's total and final construction costs together with receipts and which affidavit shall also state the names and addresses of all those in privity with such general contractor and it is understood that any deliberately false statement by Tenant therein shall constitute a breach of this Lease, and (b) the affidavit of the officer of Tenant shall state that Tenant's work has been substantially completed in accordance with Exhibit ``C'', that all subcontractors, sub-subcontractors, laborers and materialmen supplying labor or materials for Tenant's work have been paid in full and that all liens therefore that have been or might be filed have been discharged of record or waived, and that no security interests relating thereto are outstanding, and (c) deliver to Landlord written certifications and approvals with respect to Tenant's work and its right to use and occupy the Demised Premises that may be required for any government

authority, Landlord's mortgages and any Board of Fire Underwriters or similar body, and (d) furnish to Landlord the insurance required by this Lease.


7. Ownership of Improvements: Without limiting any other similar provisions contained elsewhere in the Lease, all installations, additions, betterments or improvements in or upon the Demised Premises made by either party, including without limitation all pipes, ducts, conduits, wiring, paneling, partitions, railings, mezzanine floors, galleries and the like shall become the property of Landlord and shall remain upon and surrendered with the Demised Premises as part thereof at the expiration or sooner termination of the lease term.

SWORN STATEMENT UNDER ORDINANCE NO. 10-1990  
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

\_\_\_\_\_ warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase

price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.



Michael H. Weisser (signature)

Date: 3-7-03

STATE OF Florida

COUNTY OF Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Michael H. Weisser who, after first being sworn  
by me, affixed his/her signature (name of individual signing) in  
the space provided above on this 7 day of  
March, 192003

Kim M. Riedy  
NOTARY PUBLIC

My commission expires:

OMB - MCP FORM #4



Kim M. Riedy  
MY COMMISSION # DD053379 EXPIRES  
December 19, 2005  
BONDED THRU TROY FAIR INSURANCE, INC.

